

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: October 26, 2009

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Redfield T. Baum, SR.", is written over a horizontal line.

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-23859/0187948377

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Janine Marie Newton
Debtor.

Mortgage Electronic Registration Systems, Inc. as
nominee for Wells Fargo Home Mortgage a
Division of Wells Fargo Bank NA
Movant,

vs.

Janine Marie Newton, Debtor, S. William Manera,
Trustee.

Respondents.

No. 2:09-BK-21803-RTB

Chapter 7

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 25, 2003 and recorded in the office of the
3 Hillsborough County Recorder wherein Mortgage Electronic Registration Systems, Inc. as nominee for
4 Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA is the current beneficiary and Janine
5 Marie Newton has an interest in, further described as:

6 Lot four (4), Block nineteen (19) of RIVERWALK AT WATERSIDE ISLAND TOWNHOMES
7 PHASE I, according to the Plat thereof recorded in Plat Book 92 page 70 of the public records of
Hillsborough County, Florida.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.

15
16 DATED this ____ day of _____, 2009.

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19 _____
JUDGE OF THE U.S. BANKRUPTCY COURT
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